

OMDC Business Intelligence Program (BIP) Guidelines 2018/19

Application Deadlines:

Monday, April 23, 2018 and Monday, October 22, 2018

NOTE: Please read the complete guidelines thoroughly before starting your application. Applications must be submitted via the Online Application Portal (OAP) (for instructions on the OAP, please review the section entitled “Application Process” set out in these Guidelines). If you are unsure of your organization or project eligibility after reviewing the “Applicant Eligibility” and “Project Eligibility” sections below, please contact us in advance of a deadline to discuss.

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1. Introduction

Ontario Media Development Corporation offers financial support to incorporated not-for-profit industry organizations undertaking business intelligence initiatives that support or complement the following elements of OMDC’s mandate:

- contribute to the continued expansion of a business environment in Ontario that is advantageous to the growth of the cultural media industry and to the growth of new employment, investment and production opportunities in Ontario; and/or
- facilitate and support innovation, invention and excellence in Ontario’s cultural media industry by stimulating creative production, format innovation and new models of collaboration among sectors of the cultural media industry.

For more information please
contact OMDC Research :
research@omdc.on.ca

Ontario Media Development Corporation

175 Bloor Street East, South
Tower, Suite 501
Toronto, Ontario M4W 3R8
T: 416-314-6858
F: 416-314-6876
www.omdc.on.ca

For purposes of the OMDC Business Intelligence Program (BIP), “business intelligence” is defined as information and/or insights that industries and businesses require in order to increase their capacity and effectiveness, with a view to creating long-term stability and competitive market advantage. “Business intelligence” is primarily forward-looking, and includes the following (this list is not exhaustive):

- Interpretation of data and statistics
- Market intelligence
- Analysis required in order to prepare for challenges and take advantage of opportunities
- Insights that will allow companies to formulate strong strategies

The BIP will support projects aimed at gathering, formulating and disseminating business intelligence relevant to the growth of one or more content creating sectors in Ontario.

OMDC values and supports diversity and gender parity within creative industries. The evaluation criteria for this program includes a bonus score for projects/activities that support and reflect diversity and gender parity in Ontario, and/or applications from Francophone, Indigenous, culturally and otherwise diverse applicants. **Please see Section 5 for more information.**

The Ontario Media Development Corporation is committed to fostering respectful workplaces in all sectors and companies we support. A respectful workplace is one that values diversity and inclusion, dignity, courteous conduct, fairness, positive communication and professional working relationships. A respectful workplace is free from harassment and discrimination including sexual harassment.

OMDC expects that all funding recipients maintain the principles of a respectful workplace including taking every reasonable step to:

- Cultivate and sustain a respectful, positive, inclusive and supportive work culture
- Provide a safe mechanism for staff to report incidents or allegations of inappropriate behavior
- Take action to prevent, identify and eliminate workplace harassment and discrimination in a timely manner

An eligibility requirement for this program includes the applicant organization confirming that they have in place both guiding principles and a process for maintaining a respectful workplace. Please download the [Applicant Affidavit](#) from the OMDC website or from the application form in the OAP, sign, and include with your application as instructed.

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2. Applicant Eligibility

- Applicants must be incorporated not-for-profit Ontario organizations or incorporated not-for-profit national organizations offering significant benefit to the Ontario creative industries (book, film and television, interactive digital media, or magazine industries). In order to ensure that the projects funded best meet the needs of the industries, preference will be given to creative industry trade organizations.
- Applicants are welcome to partner or collaborate with other organizations (whether eligible or ineligible as applicants) if doing so would further the goals of the project. If the application is successful, OMDC will contract with a single lead applicant which must be an eligible organization.
- Colleges and universities are not eligible to apply directly to the BIP program but may be partners in a project.
- Music sector organizations are not eligible to apply directly to the BIP program but may be partners in a project. Music sector organizations are encouraged to apply to the [Ontario Music Fund](#) for eligible projects.

3. Project Eligibility

- Projects proposed should achieve one or more of the following goals in the creative industries:
 - provide information needed by an industry to further industry development or growth (e.g., regarding markets, consumer information, business models, product trend information, etc.)
 - provide analysis or interpretation of existing data and statistics
 - offer intelligence regarding a consumer base, segment or geographic market
 - provide insight, analysis or strategic direction aimed at helping content creating companies counter challenges and pursue opportunities
 - be of benefit to content creating companies in one or more creative industry sectors.
- Projects must address an existing information gap or gaps.
- The following types of projects are **not eligible** for OMDC BIP funding:
 - Strategic planning for an organization
 - Feasibility studies
 - Studies focused solely on the music industry. Such projects should apply for support through the [Ontario Music Fund](#). (Cross-sectoral projects that include the music industry are eligible.)

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- Applicants should note that this is a competitive application process and submitting an application does not guarantee that your project will be funded.

4. Application Process

Interested applicants must submit their application to OMDC by 5:00 pm on deadline day. Upcoming deadlines are listed above and on the OMDC website.

All applications must be submitted electronically through the OMDC Online Application Portal (OAP) at <https://apply.omdc.on.ca>.

If you do not have a user account on the OMDC OAP, please go to <https://apply.omdc.on.ca> and click on “Register”. For assistance, please see OMDC’s website for a “How to Get Started” guide to the OAP. To start the application, click on “Start new application” and follow the directions through the five step wizard to access the application form.

For technical assistance, please contact the OAP Helpdesk at applyhelp@omdc.on.ca.

Applicants are strongly encouraged to begin the application process early to allow ample time to compile the necessary information and complete the application. You may start an application at any time and save changes to it up until the time you submit.

Organizations planning to apply for the BIP should contact OMDC’s Research Department to determine the eligibility of the organization and the project. OMDC is pleased to provide input on applications, however, we are unable to review material submitted less than seven days before the deadline.

Applications must be received before the scheduled project commencement date.

5. Decision Criteria

Applicants should note that this is a competitive application process and submitting an application does not guarantee that your project will be funded.

OMDC’s decision to participate will be based on the following criteria:

- Mandate alignment and degree to which project is an industry priority (30%):

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- “Mandate alignment” is the degree to which the project achieves the following, which are part of OMDC’s mandate:
 - contributes to the continued expansion of a business environment in Ontario that is advantageous to the growth of the cultural media industry and to the growth of new employment, investment and production opportunities in Ontario; and/or
 - facilitates and supports innovation, invention and excellence in Ontario’s cultural media industry by stimulating creative production, format innovation and new models of collaboration among sectors of the cultural media industry.

Applications with a score of less than 20 out of 30 in the alignment/ industry priority category will be considered to have failed to meet the Project Eligibility Requirements.

- The quality of the project plan and the suitability of the proposed approach / methodology to achieve the stated objectives; degree to which the project timeline is realistic and communication/dissemination/ knowledge sharing plan is of high quality (25%);
- “Value for money” of the proposed budget for the project and of OMDC’s contribution to the project; other funding sources committed and projected; demonstrated gap in funding (20%);
- The track record and demonstrated capacity of the applicant organization and the project personnel including demonstrated ability to deliver stated project outcomes (15%).
- A 5% bonus will be applied for projects where the funding request to OMDC represents 50% or less of the total project budget.
- A 5% bonus will be given to Ontario creative industry trade organizations or national creative industry trade organizations offering significant benefit to Ontario-based corporations. To qualify for this bonus all of the following criteria must be met:
 - At least 50% of the organization’s national membership must be Ontario-based corporations; and
 - The organization must serve the interests of one or more of the book, magazine, film, television and interactive digital media industries; and
 - The organization must have been in operation for at least one full year at time of application; and
 - The organization must be recognized as an industry organization that works to promote the interests of the industry it serves.
- A bonus of up to 5% will be applied following an evaluation of the extent to which project/activity supports and reflects diversity¹ in

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¹ The provincial definition states: the dimensions of diversity include, but are not limited to: ancestry, culture, ethnicity, gender identity, gender expression, language, physical and intellectual ability, race, religion (creed), sex, sexual orientation and socio-economic status.

Ontario as described in the Government of Ontario definition of diversity and/or gender parity; and/or applicant organization is primarily Francophone, Indigenous, or culturally diverse.

OMDC may request clarification of the budget or application during the application process. Before contracting, OMDC may request modifications to project design in order to enhance value or address gaps.

OMDC will confirm its participation in a project within six weeks of the application deadline. Once OMDC has confirmed participation, applicants will be expected to finalize project funding and sign an agreement with OMDC within 60 days.

6. Funding

The value of OMDC's financial contribution for selected projects will be determined by the type of project, the size and scope of the project plan and the relevance of the proposed project to the program objectives and to the industry. OMDC's contribution may not exceed 75% of the project budget.

In addition:

- OMDC funding is contingent upon proof of full financing for the project being provided prior to contracting.
- Payments will be tied to receipt and acceptance of the following:
 - A fully executed Agreement
 - A Draft Report
 - A Final Report (in the format stated in the Agreement) and a Final Project Cost Report.
 - Depending on the length of the proposed project, an Interim Status Report may also be required.
- OMDC funding will be limited to a percentage of the project's total budget (to a maximum of 75%). Applicants are expected to contribute to the financing of the project, whether in cash or in-kind, and are expected to seek other sources of financing where appropriate.
- Administration costs for the project may not exceed 15% of the total budget. Administration costs include but are not limited to the cost of utilities, payroll costs, couriers, photocopying, office staff salaries, office supplies and rental of office space. The definition of an administrative cost is, within reason, at the discretion of OMDC.

OMDC funds are to be used only for the purposes of carrying out the proposed project. Where consultants are engaged to undertake the work, OMDC funds may not be used to cover travel, hospitality or other personal expenses incurred by consultants for the project.

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7. Reporting Requirements

Organizations receiving funding will be required to provide OMDC with status and other reports throughout the life of the project. These reports may include (but are not limited to):

- A file copy of any agreements signed with any consultants retained for the Project.
- An Interim Status Report.
- A Draft Report.
- A Final Report (in the format stated in the Agreement).
- A Final Cost Report for the Project.

8. Other Requirements

- Projects must have a minimum budget of \$30,000. As noted under "Funding," above, the request to OMDC may not exceed 75% of project costs. Projects where OMDC's investment represents 50% or less of the total project budget will be prioritized.
- Successful applicants will be required to provide OMDC with a copy of an Insurance Certificate demonstrating that they have commercial general liability insurance for not less than \$2 million dollars with an insurer having a secure A.M. Best rating of B + or greater (or the equivalent) and naming OMDC as an additional insured with respect to the project. The policy will need to include the following clauses:
 - OMDC as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - cross-liability clause;
 - contractual liability coverage; and
 - thirty (30) day written notice of cancellation, termination or material change.
 - **The Insurance Certificate will need to be provided prior to the execution of the funding agreement with OMDC.** Failure to do so could result in OMDC's funding offer being rescinded.
- Prior to entering into an agreement with OMDC, organizations will be required to provide proof of incorporation as a not-for-profit entity.

Please note that:

- The final report will be public.
- OMDC will have the right to post the completed study on the OMDC website (omdc.on.ca) and Online Research Library (researchlibrary.omdc.on.ca) and to distribute the completed report at OMDC's discretion.

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- OMDC will have the right to review and comment on all materials before they are finalized as well as ensure the final report meets all contractual obligations before it is finalized and released.
- Successful applicants will be required to enter into a signed agreement with OMDC prior to receiving any funding.

9. More Information

For more information contact:

- OMDC Research at (416) 314-6858 or research@omdc.on.ca.

Ontario Media Development Corporation

An agency of the Ontario Ministry of Tourism, Culture and Sport, OMDC facilitates economic development opportunities for Ontario's cultural media industries including book and magazine publishing, film and television, music and interactive digital media industries.

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10. Appendix 1: Copy of Contract Template

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ONTARIO TRANSFER PAYMENT AGREEMENT

File Number #

THE AGREEMENT is effective as of the _____ day of _____, 20____

B E T W E E N :

Ontario Media Development Corporation

(the “Province” or “OMDC”)

- and -

[enter the full legal name of the Recipient]

(the “Recipient”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

- Schedule “A” - General Terms and Conditions
 - Schedule “B” - Project Specific Information and Additional Provisions
 - Schedule “C” - Project
 - Schedule “D” - Budget
 - Schedule “E” - Payment Plan
 - Schedule “F” - Reports, and
- any amending agreement entered into as provided for in section 4.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);

- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

TEMPLATE

The Parties have executed the Agreement on the dates set out below.

ONTARIO MEDIA DEVELOPMENT CORPORATION

by:

Date

Name:
Title:

[enter the full legal name of the Recipient]

by:

Date

Name:
Title:

by:

Date

Name:
Title:

I/We have authority to bind the Recipient.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“**Additional Provisions**” means the terms and conditions set out in Schedule “B”.

“**Agreement**” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“**Budget**” means the budget attached to the Agreement as Schedule “D”.

“**Business Day**” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“**Effective Date**” means the date set out at the top of the Agreement.

“**Event of Default**” has the meaning ascribed to it in section A13.1.

“**Expiry Date**” means the expiry date set out in Schedule “B”.

“**Funding Year**” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

“Maximum Funds” means the maximum Funds set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be

true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of

carrying out the Project;

- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act (Ontario)*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 **RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 **CONFLICT OF INTEREST**

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the Project timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes,

the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement,

unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;

- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
 - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
 - (d) the Recipient ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the

Recipient.

A13.3 **Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 **Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 **When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement,

the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 **NOTICE**

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venture, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will

extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$ <<Amount approved>>
Expiry Date	<<Expiry date>>
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$ 1,000
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Ontario Media Development Corporation</p> <p>Name: <<Name of Research Consultant>></p> <p>Position: Research Consultant</p> <p>Address: 175 Bloor St. East, South Tower, Suite 501, Toronto, ON M4W 3R8</p> <p>Fax: (416) 314-6876</p> <p>Email: <<Name of Research Consultant>></p>
Contact information for the purposes of Notice to the Recipient	<p>Name: <<Applicant>></p> <p>Position: <<Position>></p> <p>Address: <<Address1>>, <<Address2>>, <<City>>, <<Province/State>> <<Postal/Zip>></p> <p>Fax: <<Fax>></p> <p>Email: <<Contact email>></p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Name: <<Applicant>></p> <p>Position: <<Position>></p> <p>Address: <<Address1>>, <<Address2>>, <<City>>, <<Province/State>> <<Postal/Zip>></p> <p>Fax: <<Fax>></p> <p>Email: <<Contact email>></p>

Additional Provisions:

1. The following definitions are hereby added to section A1.2 of Schedule “A” to this Agreement:

“**First Draft Study**” means the first draft study required by the Project as described in Schedule “C” to this Agreement.

“**Final Draft Study**” means the final draft study required by the Project as described in Schedule “C” to this Agreement.

“**Final Study**” means the final study required by the Project as described in Schedule “C” to this Agreement.

2. Article A4.0 in Schedule “A” to this Agreement is hereby amended by adding section A4.7 as follows:

A4.7 Changes Requested. The Recipient will provide Notice to OMDC of any changes to the Project or the Budget it requests as soon as such proposed changes are identified. The OMDC will then review each request and determine whether it will agree to enter into a written amending agreement reflecting such a request pursuant to section 4.1 of the Agreement.

3. Article A8.0 in Schedule “A” to this Agreement is hereby deleted and replaced with the following:

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledgement. The Recipient will acknowledge OMDC’s financial support of the Project by:

- (a) including one of the following acknowledgements in the Final Study in addition to OMDC’s logo, which will be provided to the Recipient:
 - (i) “Funding for this study/project was provided by Ontario Media Development Corporation (OMDC)”;
 - (ii) “The authors acknowledge the financial support of Ontario Media Development Corporation (OMDC)”;
- (b) acknowledging the financial support of OMDC towards the Project at any public launch of the Project and in all Project communications material (e.g., news releases, website text, posts to social media channels), in a form and manner to be approved in writing by OMDC.

A8.2 Disclaimer. The Recipient will include the following disclaimer in its Final Study in addition to the acknowledgement required under subsection A8.2: “Any opinions, findings, conclusions or recommendations expressed in this material are those of the author and do not necessarily reflect the views of Ontario Media Development Corporation or the Government of Ontario. The Government of Ontario and its agencies are in no way bound by the recommendations contained in this document.”

A8.3 Release of Final Study. The form and manner of all public announcements, news releases, advertising, website text or social media postings prepared by the Recipient in relation to the release of the Final Study require the prior written approval of OMDC. OMDC requires ten (10) business days to review and provide any comments on these materials. The Recipient must give Notice to OMDC of any known or anticipated media coverage of the release of the Final Study as soon as the Recipient becomes aware of such coverage.

A8.4 Project Launch Event. If a public launch event of the Project is undertaken, the Recipient shall be responsible for organizing the event.

4. Article A29.0 is hereby added to Schedule “A” of the Agreement as follows:

A29.0 THIRD PARTY INVOLVEMENT

A29.1 Third Party Involvement. The Recipient shall be responsible for overseeing the completion of all aspects of the Project as described in Schedule “C”, including the work of any consultants, researchers or other third parties required for the Project. If an outside third party is engaged on the Project by the Recipient, the Recipient shall enter into a written agreement with that third party.

A29.2 Materials. Upon request of the OMDC, and in order to allow the OMDC an opportunity to assess whether the requirements of the Project are being or have been met, the Recipient agrees to share all draft materials, including documents, reports and studies, prepared for the Project by third parties.

A29.3 Presentations. Upon request of the OMDC, and in order to allow the OMDC an opportunity to assess whether the requirements of the Project are being or have been met, the Recipient agrees to permit the OMDC’s attendance at any Project related presentations to the Recipient by consultants, researchers or other third parties involved in the Project or at any Project related meetings between the Recipient and such third parties. The Recipient will provide reasonable notice of such meetings or presentations to OMDC.

A29.4 Recipient's Obligations. For greater clarity, the Recipient acknowledges that sections A30.1 to A30.3 do not relieve the Recipient of any of its obligations under the Agreement.

A29.5 Expenses. The Funds shall not be used to cover travel, hospitality or other personal expenses incurred by consultants, researchers or other third parties for the Project.

A29.6 Taxes. The Recipient must ensure any taxes, including HST, charged to the Recipient by a consultant, researcher or other third party for the Project are described in the written agreement between those parties, and are included in the Budget.

5. Article A30.0 is hereby added to Schedule "A" of the Agreement as follows:

A30.0 REVIEW AND APPROVAL OF BUSINESS INTELLIGENCE STUDY

A30.1 Review Process. The Recipient must provide OMDC with an opportunity to review and comment on each of the First Draft Study, Final Draft Study and the Final Study to assess whether the Project requirements set out in Schedule "C" to the Agreement are being or have been met. This review process will occur in three stages in accordance with the following requirements and the Project timelines set out in Schedule "C":

- (a) First, the Recipient will provide OMDC with the First Draft Study. OMDC requires ten (10) business days to review and provide comments on the First Draft Study;
- (b) Second, the Recipient will provide OMDC with a Final Draft Study that responds to any OMDC comments on meeting the Project requirements in the First Draft Study. OMDC requires ten (10) business days to review and provide comments on the Final Draft Study; and
- (c) Third, the Recipient will provide a Final Study to OMDC that responds to any OMDC comments on meeting the Project requirements in the Final Draft Study.

A30.2 Approval. The Recipient must receive written approval from the OMDC that the Final Study meets the Project requirements set out in Schedule "C" to the Agreement before the Recipient may publish, distribute or disseminate it to the public in accordance with section A31.0.

6. Article A31.0 is hereby added to Schedule "A" of the Agreement as follows:

A31.0 PUBLIC AVAILABILITY OF FINAL STUDY

A31.1 Public Availability. Upon receiving approval from the OMDC in accordance with section A31.2, the Recipient must make the Final Study publically available for exclusively non-commercial educational purposes, including by posting a copy on its website, by publishing, distributing and/or disseminating copies of the Final Study more broadly (for example by posting copies to its social media channels and by distributing copies within the cultural media industry) and by allowing for further publication, distribution and/or dissemination by members of the public.

7. The reference to the “Ontario Minister of Finance” in section A16.4 of Schedule “A” to this Agreement is deleted and replaced with the “Ontario Media Development Corporation”.
8. The references to Her Majesty the Queen in right of Ontario in section A16.5 of Schedule “A” to this Agreement are deleted and replaced with OMDC.
9. Section A29.2 and Article A31.0 of Schedule “A” to the Agreement are hereby added to the list of provisions that will survive expiry or termination of the Agreement under and in accordance with section A28.1 of Schedule “A” to the Agreement.

SCHEDULE "C"

PROJECT DESCRIPTION

To be completed at time of contracting.

TEMPLATE

SCHEDULE "D"

BUDGET

To be completed at time of contracting.

TEMPLATE

SCHEDULE "E"

PAYMENT PLAN

To be completed at time of contracting.

TEMPLATE

SCHEDULE "F"

REPORTS

1.0 Name of Report	2.0 Due Date
1. Interim Status Report	<i>[enter date]</i>
2. Final Cost Report	Submitted with Final Study
3. Reports specified from time to time	On a date or dates specified by the Province.

Report Details

Interim Status Report must include the following items:

- (a) an update on the status and progress of the Project;
- (b) an description of how the objectives of the Project are being / were met;
- (c) a description of how the success of the Project is being / was measured;
- (d) a description of the level of community participation and response;
- (e) details of how the Province's support has been acknowledged;
- (f) an unaudited statement which accounts for Project revenue and expenditures.

The Final Cost Report must include the actual amounts incurred for each budgeted item and a separate list of the sources used to finance the final cost. The Province reserves the right to request additional details including proof of payment for any item submitted in the Final Cost Report.